

RETURN TO: PL95-121 C#
 FIRST AMERICAN TITLE INSURANCE CO.
 25400 U.S. Highway 19 N., Suite 212
 CLEARWATER, FL 34623

LEASE ASSIGNMENT

Store #: 6129

OR Bk3843 Pg0263
 INSTRUMENT 00239440

THIS ASSIGNMENT, made this 25th day of July, 1995 by and between **F.W. WOOLWORTH CO.**, a New York corporation ("Assignor") and **WOOLCO INC.**, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the tenant under a certain lease described on Exhibit "A" attached hereto and made a part hereof ("Lease") relating to the property described on Exhibit "B" attached hereto and made a part hereof.

WHEREAS, Assignee is a corporation substantially all of the stock of which is owned by Assignor.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Assignor hereby sells, transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease.
2. Assignee hereby accepts the foregoing assignment and assumes the obligations of the tenant under the Lease.
3. Assignee shall indemnify, defend, save and hold Assignor harmless of, from and against any and all loss, costs, expenses (including, without limitation reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing on or after the date hereof.
4. Assignor shall indemnify, defend, save and hold Assignee harmless of, from and against any and all loss, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing prior to the date hereof.
5. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed the day and year first above written.

ASSIGNOR:
F.W. WOOLWORTH CO.

By: Patrick R. Mayo
 Patrick R. Mayo
 Its: Vice President

ASSIGNEE:
WOOLCO INC.

By: Jack F. O'Hara
 Jack F. O'Hara
 Its: Vice President

Attest: James P. Mullin
 Assistant Secretary James P. Mullin
 1st witness LANCE LEVINE

KATHERINE CUNNINGHAM
 2nd witness KATHERINE CUNNINGHAM

Attest: [Signature]
 Assistant Secretary
 1st witness LANCE LEVINE
KATHERINE CUNNINGHAM
 2nd witness KATHERINE CUNNINGHAM

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INSTRUMENT 00239440

MULTI-STATE CORPORATE ACKNOWLEDGMENT

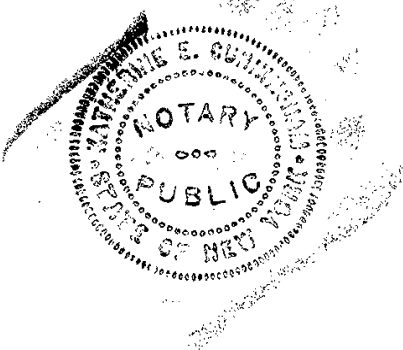
STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Patrick R. Mayo and Bohdan S. Kosovych, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of F.W. Woolworth Co., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

NOTARIAL SEAL



My Commission Expires:

KATHERINE E. CUNNINGHAM
Notary Public, State of New York
No. 01CU5033602
Qualified in New York County
Commission Expires Sept: 26, 1996

MULTI-STATE CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Jack F. O'Hara and Joseph F. Grabowski, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of Woolco Inc., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn Vick
Notary Public

My Commission Expires:

CAROLYN VICKREY
Notary Public, State of New York
No. 015602636
Qualified in New York County
Commission Expires May 31, 1998

TOTAL P. 004

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EXHIBIT "A"

Lease dated April 23, 1968, by and between Stanley J. Harte as Landlord and F.W.
Woolworth Co. as Tenant.

[jpm0707]

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INSTRUMENT 00239440

EXHIBIT "B"

Premises located at 1412 West Fairfield Drive, Pensacola, FL 32501.

DEMISED PREMISES

The demised premises consist of a one-story building (with land thereunder) containing approximately 102,997 square feet, to be erected within the Entire Premises described below and situated as shown on the drawing attached hereto and made a part hereof.

ENTIRE PREMISES

The Entire Premises consist of a portion of Lot 1 of Section 8, Township 2 South, Range 30 West in the ~~City of Pensacola~~, County of Escambia, State of Florida, being the same land shown on the drawing attached hereto and made a part hereof, and bounded and described as follows:

Commence at the northwest corner of said Lot 1, which point is the northeast corner of Lot 205 according to the plat of Hyer Place as filed in Plat Book 1 at Page 92 of the public records of Escambia County, Florida; thence S $1^{\circ} 40' 05''$ W along the west line of said Lot 1 for a distance of 25.00 feet to the south right-of-way line of Herman Avenue; thence S $87^{\circ} 21' 40''$ E along the south right-of-way line for a distance of ~~330.00~~ ^{400.00} feet for the point of beginning,

thence continue S $87^{\circ} 21' 40''$ E along said south right-of-way line for a distance of 880.14 feet to a point on the southwest right-of-way line of St. Louis & San Francisco Railroad, having 100 foot right-of-way;

thence S $36^{\circ} 57' 10''$ E along the said southwest right-of-way line for a distance of 77.46 feet to a point on the east line of said Lot 1;

thence S $2^{\circ} 05' 50''$ W along the said east lot line for a distance of 1052.09 feet to a point on the northerly right-of-way line of West Fairfield Drive (S.R. No. 289-A), having an 80 foot right-of-way;

thence S $49^{\circ} 07' 04''$ W along the said northerly right-of-way line a distance of 54.50 feet to a point of curve of a circular curve concave to the northwest:

thence along the curve (chord equals 249.66 feet; chord bearing equals S $70^{\circ} 27' 17''$ W; radius equals 343.07 feet; and delta equals $42^{\circ} 40' 26''$) for an arc length of 255.53 feet to the point of tangent:

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thence N $88^{\circ} 12' 30''$ W along the said northerly right-of-way line for a distance of 500.00 feet to a point;

thence N $1^{\circ} 40' 05''$ E for a distance of 150.00 feet, more or less;

thence N $88^{\circ} 12' 30''$ W for a distance of 147.92 feet, more or less;

thence N $1^{\circ} 40' 05''$ E for a distance of ~~150.00~~ ¹¹⁰² 95.95 feet, more or less to the point or place of beginning.

Instrument 00239440

Filed and recorded in the
Official Records
SEPTEMBER 28, 1995
at 10:33 A.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida